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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

between the

DENNIS TOWNSHIP TEACHERS ASSOCIATION

and the

BOARD OF EDUCATION OF DENNIS TOWNSHIP

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THIS AGREEMENT made the 14th of  
May, 1969, between:

THE BOARD OF EDUCATION OF DENNIS  
TOWNSHIP, Dennisville, New Jersey,  
hereinafter called the "Board," and

THE DENNIS TOWNSHIP TEACHERS ASSOCIA-  
TION, hereinafter called the "Associa-  
tion".

WHEREAS, the Board and the Association recognize and declare  
that providing a quality education for the children of the Dennis Township  
Elementary School District is their mutual aim and that the character of such  
education depends predominantly upon the quality and morale of the teaching  
service, and

WHEREAS, the members of the teaching profession are par-  
ticularly qualified to advise the formulation of policies and programs de-  
signed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 100,  
Public Laws S-746 to negotiate with the Association as the representative of  
employees hereinafter designated with respect to the terms and conditions of  
employment and so long as the Association represents the majority of the  
teachers, and

WHEREAS, the parties have reached certain understandings  
which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is  
hereby agreed as follows:

#### ARTICLE I

##### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive  
and sole representative for collective negotiation concerning the terms and  
conditions of employment for all certificated personnel whether under contract,  
on leave, employed or to be employed by the Board including:

Classroom teachers  
Music teacher  
Reading teacher

but excluding:

Librarian  
Attendance Officer  
Nurse  
Doctor  
Cafeteria Staff  
Custodial Staff  
Bus Drivers  
Speech Therapist  
Administrative secretary

B. Unless otherwise indicated, the term "teachers", when used  
hereinafter in this Agreement, shall refer to all professional employees repre-  
sented by the Association in the negotiating unit as above defined, and  
references to male teachers shall include female teachers.

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 100, Public Laws S-746 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Provided that the Board offers to the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The parties mutually agree to take action that in fact represents the will recognize any such organization of the Board and the Association, and the Board and the Association shall apply to all teachers, be reduced to writing, be signed by majority of the teachers, for the purposes of negotiation. Any Agreement so negotiated shall apply to the Board that it represents the will offer statutory protection to the Board that in fact represents the will recognize any such organization of the Board and the Association, and the Board and the Association shall make counterproposals in the course of negotiations. The parties mutually agree to take action that in fact represents the will recognize any such organization of the Board and the Association, and the Board and the Association shall be reduced to writing, be signed by majority of the teachers, for the purposes of negotiation. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

D. 1. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss. 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Board and the Association, and be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

F. The Board agrees not to negotiate concerning said employees in the negotiations other than the Association I of this Agreement, with any organization other than the Association II, Section A.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation during the term of this Agreement neither party shall be required to negotiate with respect to any such matter or not covered by this Agreement and neither party shall be required to negotiate with respect to the term of this Agreement unless agreed to by both parties at the time they negotiated or executed this Agreement.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## NEGOTIATION PROCEDURE

### ARTICLE II

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" means a complaint by any teacher, that as to him there has been an alleged inequitable, improper or unjust application, interpretation, or violation of a policy or administrative decision affecting, the welfare and/or terms and conditions of employment of the said teacher or teachers.

A. The grievance procedure shall not be applicable in the following instances.

(1) The failure or refusal of the Board to renew a contract of a non-tenure employee;

(2) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;

(3) In matters where the Board is without authority to act;

(4) In matters involving the sole and unlimited discretion of the Board;

(5) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

2. An "aggrieved person" is the person or persons making the claim, which shall exclude administrative personnel.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. The term "teacher" shall mean any regularly employed teacher but shall not include administrative personnel, or substitute teachers.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. An aggrieved teacher shall institute action under the provisions hereof within ten (10) days of the occurrence complained of or ten (10) days after he would reasonably have knowledge thereof, failure to act within the ten (10) days constitutes abandonment of the grievance.

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**TEACHERS RIGHTS**

#### ARTICLE IV

6. Appeal for Advisory Arbitration - Level Four

The Board's determination may be made on the basis of the written appeal, or its own motion, or that of the aggrieved party, it may schedule a hearing concerning the grievance.

If the aggressived party is not satisfied with the decision of his government at the previous levels, he may file his grievance in writing (as set forth in level 2) with the Board of Education, which shall render a final decision within thirty (30) days.

5. Appeal for Arbitration - Level Three

If the aggressive party is not satisfied with the distribution of his prerogative power after three days or no distribution has been rendered within three days after its presentation, he may file the grievance in writing with the School Superintendent, specifying the nature of the grievance, the distribution at level one and the basis of his dissatisfaction with the distribution. Upon receiving the appeal, the school superintendent shall render a decision within ten (10) days.

## Appeal to School Superintendent - Level Two

A teacher with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the association's designated representative, with the objective of resolving the matter.

### 3. Informal Resolution - Level One

**c. Procedure (Continued)**

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause in accordance with N.J.S.A. 18A:6-9 thru 33. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

#### ARTICLE V

##### SCHOOL CALENDAR

A. The school calendar for 1969-1970 shall be as set forth in Schedule B. There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

B. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel) who may be required to attend an additional two (2) days or orientation), shall not exceed one hundred eighty-two (182) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

#### ARTICLE VI

##### TEACHING HOURS AND TEACHING LOAD

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' day, but shall check in and out at the main office on the faculty roster.

B. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. However, word of departure and return must be left with the office.

#### ARTICLE VII

##### SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of

the cost of the substitute teacher, which will be deducted from their pay.  
Non-tenure teachers will be accorded the same right, however, they will bear  
ness, household or family matters which require absence during school hours.  
1. Two (2) days leave of absence for personal, legal, busi-

ness, legal pay each school year:  
shall be entitled to the following temporary nonaccumulative leaves of absence  
A. As of the beginning of the 1969-1970 school year, teachers

#### TEMPORARY LEAVES OF ABSENCE

##### ARTICLE XI

maximum limit.  
day. Unused sick leave days shall be accumulated from year to year with no  
accrual day of said school year whether or not they report for duty on that  
entitled to ten (10) days sick leave each school year as of the first  
A. As of September 1, 1969, all teachers employed shall be

#### SICK LEAVE

##### ARTICLE X

at any meetings or conferences regarding such complaint.  
such complaint, and shall have the right to be represented by the association  
to be represented by the association at any meetings or conferences regarding  
tunity to respond to and/or rebut such complaint, and shall have the right  
called to the attention of the teacher. The teacher shall be given an oppor-  
in any manner in evaluating a teacher shall be prompted to investigate and  
the administration by any parent, student, or other person which are used  
B. Any complaints regarding a teacher made to any member of

the teacher's inspection.  
shall not establish any separate personnel file which is not available for  
personal references, academic credentials and other similar documents, it  
A. Although the Board agrees to protect the confidentiality of

#### TEACHING EVALUATION

##### ARTICLE IX

educationals materials.  
The Board agrees that up to \$10.00 per teacher per school  
year will be expended to purchase necessary books, equipment and/or other

#### BOOKS AND OTHER INSTRUCTIONS MATERIALS AND SUPPLIES

##### ARTICLE VIII

selection has been made.  
schedule for the following year on the last working day in June unless a B.C.  
4. Teachers shall receive their final checks and the pay

previous working day.  
vacation or week-end, teachers shall receive their pay checks on the last  
3. When a pay day falls on or during a school holiday,

payment throughout the summer as requested by the teacher.

1. Continued

Application to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

4. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government, period limited to two weeks.

B. Leaves taken pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.

**ARTICLE XII**

**EXTENDED LEAVES OF ABSENCE**

A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

**ARTICLE XIII**

**MISCELLANEOUS PROVISIONS**

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

*By John J. Kelly Jr.*  
BOARD OF EDUCATION

*By John J. Kelly Jr.*  
ASSOCIATION

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

C. Any individual contract between the Board and an individual teacher, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. It is understood and agreed that any language inconsistent with this Agreement, or any statement contained in any contract, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domestic, or marital status, or in the hiring, training, promotion, transfer, or discipline of teachers shall be illegal and it is expressly understood that it shall expire on the date in agreement as provided in ARTICLE III. This Agreement shall not be extended or altered and it is expressly understood that it shall expire on the date in agreement as provided to the Association's right to negotiate over a successor agreement to this Agreement, shall be effective until January 31, 1969 and shall continue in effect until January 31, 1970 subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE III.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, promotion, transfer, or discipline of teachers during its duration, shall be controlled.

E. Any individual contract between the Board and an individual teacher, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. It is understood and agreed that any language inconsistent with this Agreement, or any statement contained in any contract, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domestic, or marital status, or in the hiring, training, promotion, transfer, or discipline of teachers shall be illegal and it is expressly understood that it shall expire on the date in agreement as provided in ARTICLE III. This Agreement shall not be extended or altered and it is expressly understood that it shall expire on the date in agreement as provided to the Association's right to negotiate over a successor agreement to this Agreement, shall be effective until January 31, 1969 and shall continue in effect until January 31, 1970 subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE III.

SCHEDULE A

SALARY SCHEDULES

1969-1970

<u>NON-DEGREE</u>	<u>BACHELOR'S DEGREE</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORAT</u>
		<u>+ 30 Grad. Cr.</u>	<u>DEGREE</u>	<u>+ 30 Grad. Cr.</u>	
1.	\$5,900.00	\$6,500.00	\$6,800.00	\$7,100.00	\$8,300.00
2.	6,175.00	6,775.00	7,075.00	7,375.00	8,575.00
3.	6,450.00	7,050.00	7,350.00	7,650.00	8,850.00
4.	6,725.00	7,325.00	7,625.00	7,925.00	9,125.00
5.	7,000.00	7,600.00	7,900.00	8,200.00	9,400.00
6.	7,275.00	7,875.00	8,175.00	8,475.00	9,675.00
7.	7,550.00	8,150.00	8,450.00	8,750.00	9,950.00
8.	7,825.00	8,425.00	8,725.00	9,025.00	10,225.00
9.	8,100.00	8,700.00	9,000.00	9,300.00	10,500.00
10.	8,375.00	8,975.00	9,275.00	9,575.00	11,775.00
11.	8,650.00	9,250.00	9,550.00	9,850.00	11,050.00
12.	8,925.00	9,525.00	9,825.00	10,125.00	11,325.00

Dennis Township Elementary School - Salary Guide -

Employment Increment \$275.00 per year  
Adjustment \$275.00 per year

Adopted December 4, 1968

**TOTAL TEACHING DAYS ----- 183**

Number of Days for McG	September 3	September 15	October 6	November 7	November 27	December 5	January 23	February 23	March 25	March 31	April 11	May 29	June 12
20	School opens	School closed for County Education Association Meeting	School closed for N.J.E.A.	Convention	Schools closed for Thanksgiving	Schools closed for Presidents'	Schools close at end of day for	Schools close at end of day for	Schools reopen	Easter Vacation	Schools closed for Memorial Day	Schools close at end of day for	Summer Vacation
20													
16													
19													
19													
15													
20													
19													
19													
20													
25													
25													
20													
19													
19													
19													
22													
20													
10													

**SCHOOL CALENDAR - 1969-1970**

**SCHEDULE B**

SCHEDULE C

LENGTH OF SCHOOL DAY

	<u>Arrival Time</u>	<u>Departure Time</u>
Teachers	8:15 a.m.	3:15 p.m.
Students	8:30 a.m.	3:00 p.m.

Baseball	-	\$150.00
Soccer	-	150.00
Safety Patrol	-	25.00

EXTRA-CURRICULAR COMPENSATION

SCHEDULE D